

- 16 Ownership report of RBI, dated
 March 31, 1999, re Mr. Parker's holdings of
 RBI voting stock
- 17 Deposition testimony of Mr. Parker re
 proxy coupled with an interest, with copy of
 the proxy
- 18 Deposition testimony of Mr. Parker and related
 exhibit re acquisition of Dallas short wave radio,
 re client Christine Shaw and re carriage of
 programming for Dr. Eugene Scott
- 19 FCC letter to Christine Shaw re relationship
 with Dr. Scott
- 20 Deposition testimony of Mr. Parker and related
 exhibit re acquisition of Twenty-Nine Palms,
 California, from client Joseph Shackelford, also
 engineer for Christine Shaw, and carriage of
 programming for Dr. Scott
- 21 Deposition testimony of Mr. Parker re other
 stations carrying programming for Dr. Scott and
 Mr. Parker's relationship with Dr. Scott
- 22 News article in Los Angeles Times Magazine,
 dated July 10, 1994 re Dr. Scott including Mr.
 Parker's relationship with him
 with him
- 23 Deposition testimony of Mr. Parker re Tom Root
- 24 Discovery document provided by RBI showing copy to
 Mr. Root
- 25 Network Solutions registration for RBI (WTVE-DOM)
 listing Mr. Root and two others in his Norwalk,
 Ohio home base

EXHIBIT 1

FEDERAL COMMUNICATIONS COMMISSION

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 In re Applications of :
 :
 :
 :
 READING BROADCASTING, : MM Docket No. 99-153
 INCORPORATED, : File No. BRCT-94047KF
 : File No. BPCT-940630KG
 ADAMS COMMUNICATIONS :
 CORPORATION. : Volume 1
 -----x

Washington, D.C.

Wednesday, October 6, 1999

Deposition of

MICHEAL L. PARKER

a witness, called for examination by counsel
 for Adams Communications Corporation (ACC)
 pursuant to notice and agreement of counsel,
 beginning at approximately 10:00 a.m., at
 Holland & Knight, 2000 K Street, N.W.,
 Washington, D.C., before Monica A. Voorhees
 of Beta Reporting & Videography Services,
 notary public in and for the District of
 Columbia, when were present on behalf of the
 respective parties:

BETA

1 APPEARANCES:

2 On behalf of ACC:

3 GENE A. BECHTEL, ESQUIRE
4 Bechtel & Cole, Chartered
5 1901 L Street, N.W., Suite 250
6 Washington, D.C. 20036
7 (202) 833-4190

8 On behalf of Reading Broadcasting:

9 THOMAS J. HUTTON, ESQUIRE
10 RANDY SIFERS, ESQUIRE
11 Holland & Knight, L.L.P.
12 2000 K Street, N.W., Suite 200
13 Washington, D.C. 20037-3202
14 (202) 955-3000

15 * * * * *

1 A I'd have to know the date of this
2 examination.

3 Q I don't mean to take up time on
4 that. Approximately when did Partel, Inc,
5 come in to being and was a vehicle by which
6 you performed some sort of services one way
7 or another?

8 A I'm sorry, I don't, I'm sitting
9 here trying to come up with a date and I
10 don't really recall. If it's all right, I'll
11 get you that answer after lunch, because I
12 can go back and ask my staff what day it was
13 incorporated.

14 Q That would be, that would be fine.

15 A I'd rather do that and get you an
16 accurate answer.

17 Q That's fine. All right, let's talk
18 about Reading Broadcasting, Inc. Describe
19 the circumstances under which you became
20 involved in this veil of tears.

21 A I was in the bathtub, taking a
22 bath, and I got a phone call from a broker

1 who wanted to sell me Reading Broadcasting,
2 so I was enjoying my bath and I told him to
3 send me a package to get rid of him.

4 Some time later, about three months
5 later, it was one of those days where it was
6 raining in the northwest, of course it hardly
7 ever does that, but this day was raining, so
8 I was going through what I call my can wait
9 pile, and came on this package for -- that
10 the broker had sent me.

11 I read the package and the package
12 basically outlined a TV station that had made
13 every mistake that I had made, but they had
14 done it all, they managed to do it all in one
15 station, instead of spread out all over a
16 number of them.

17 One of the, one of the documents
18 was signed by a doctor from Reading. I
19 called information and got him on the phone
20 and told him that he didn't have anything
21 that he could sell me because he was in
22 Chapter 11 bankruptcy, and the project was in

1 such disarray that they weren't going to be
2 successful if they tried to sell it the way
3 it was, but if they were interested, I would
4 be interested in talking to them about
5 bringing, reorganizing the station, cleaning
6 up its problems and bringing it out of
7 bankruptcy.

8 From that conversation, we got
9 together, discussed it and entered an
10 agreement to, which basically I then
11 reorganized the company.

12 Q So you spoke with Dr. Aurandt?

13 A That's correct.

14 Q After you had the telephone
15 conversation with Dr. Aurandt, I gather you
16 met with him either, where did you meet with
17 him?

18 A In Reading, we went to Reading, or
19 I went to Reading.

20 Q Can you give me a time frame on the
21 conversation or the visit?

22 A It seemed to me I got the phone

1 call end of January and I looked at the
2 package in March and I went to Reading in
3 May, yeah, because it was my birthday that I
4 was in Reading.

5 Q Which year are we talking about?

6 A I'm not sure, but I think that's
7 covered in some of the documents we have
8 floating around on the table.

9 MR. BECHTEL: Let me go off the
10 record for a second.

11 (Discussion off the record)

12 THE WITNESS: My best recollection
13 is that it was around May of 1989.

14 BY MR. BECHTEL:

15 Q Now continuing your narrative in a
16 little more detail, you have a meeting in
17 Reading with Dr. Aurandt and describe what
18 transpired and in sequence how your interest
19 in the Reading project progressed?

20 A Well, the, also, I believe I met
21 with the station's attorney, Dr. Aurandt, and
22 we met with the chief creditor, which was

1 Meridian Bank. At first, Meridian Bank,
2 which was about to foreclose on Reading
3 Broadcasting, only -- what basically they
4 authorized at that meeting was a very
5 short-term arrangement, and for me to come in
6 and basically then tell them what I could
7 accomplish.

8 Based on that short-term project,
9 they agreed to enter a long-term
10 relationship -- or they agreed to allow
11 Reading Broadcasting to enter into a
12 long-term relationship with me.

13 Meridian Bank was the chief secured
14 creditor of Reading Broadcasting.

15 Q You had mentioned meeting with the
16 attorney for Reading Broadcasting, was that a
17 Mr. Linton?

18 A Yes.

19 Q Now the short-term arrangement for
20 you to unhandicap things and see what you
21 could do and so on, was that agreed to at
22 this meeting and on this trip?

1 A Yes -- let me go back.

2 Q Please.

3 A I want to clarify that, because I'm
4 not sure. I know that the long-term
5 agreement was agreed to by Reading at that
6 meeting, or at that, on the trip, but I think
7 the bank, it may have been a couple of days
8 later that the bank agreed to a short-term
9 relationship, and then eventually agreed to
10 the long-term relationship. I just want to
11 be clear on that.

12 Q The Reading folks were ready to go,
13 the bank gave it some thought?

14 A Yes.

15 Q Then what transpired, you had your
16 meeting?

17 A Went to work, you know, we, the
18 station that I found was in disarray. I
19 started putting it back together and putting
20 together -- in bankruptcy, you have,
21 especially Chapter 11s, you have to produce a
22 plan and a disclosure statement and then

1 those plans are voted on by the creditors.

2 This station had operated for years
3 under Chapter 11 and never produced a plan,
4 that's why the bank was ready to foreclose on
5 it. Took me several years of negotiations,
6 amongst all the parties, to get a plan that
7 was approvable put together, but we were
8 successful in doing that.

9 Q With whom did you work as you were
10 developing this plan for them?

11 A Well, I worked with Meridian Bank,
12 who, again, was the chief secured creditor.
13 In fact, they were the pivotal creditor in
14 terms of if you had their approval, it was
15 pretty -- that's what was necessary to make
16 the plan work.

17 Then I worked with all of the
18 shareholders who had also made loans to the
19 corporation who had, there were some
20 debentures. We had to work out a plan to
21 take care of all of them, and we did that.

22 Q When you got there, who was running

EXHIBIT 2

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT is made and entered into by and between READING BROADCASTING, INC., a Pennsylvania corporation ("Reading"), and PARTEL, INC., a Washington corporation ("Company").

RECITALS

A. Reading owns and operates a commercial television station, Channel 51, in Reading, Pennsylvania ("Station").

B. Reading is currently operating under the provisions of Chapter 11 of the Bankruptcy Code, and is attempting to implement and/or carry out a plan of reorganization under Chapter 11.

C. The Company has extensive experience and capabilities in managing and operating commercial television stations, and is willing to provide management, operating, consulting, and other services to Reading in accordance with and subject to the terms and conditions set forth herein.

D. Reading believes it is in the best interests of itself, its shareholders, and its creditors to retain the Company to provide such services both to enhance Reading's ability to successfully reorganize itself and to provide for successful operations of the Station in the future.

E. Company is being retained by Reading to provide management, operating, consulting and other services to Reading to operate commercial television station, Channel 51, Reading, PA. Company will only act as a Consultant to Reading.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto mutually agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be as follows:

a. Original Term. The original term of this Agreement shall be for a period of thirty-one (31) months commencing on June 1, 1989 and ending on December 31, 1991.

In the event Meridian Bank requires the Company to guarantee any of its loan, the term of the Agreement will be extended until the guarantee has been eliminated. But such extension of term will not effect Section 2 of this Agreement.

JUN 20 1990

b. Automatic Renewal. This Agreement, and all of the terms and conditions hereof, shall be automatically renewed for successive terms of one year each unless either party gives the other party written notice at least thirty (30) days prior to the completion of the then current term of this Agreement of the party's intention not to renew this Agreement.

2. Termination. Notwithstanding the provisions of Section 1 hereof, this Agreement may be terminated as follows:

a. Termination for Cause. Reading shall have the right to terminate this Agreement for cause at any time. For purposes of this Agreement, "cause" shall mean (1) an officer of the Company having been convicted of any felony during the term of this Agreement or (2) the intentional misfeasance by an officer of the Company in the performance of his duties hereunder.

b. Termination in the Event of Sale. In the event of a sale by Reading of all, or substantially all, of Reading's assets, or the sale or issuance of a majority interest in Reading, to an unrelated third party, this Agreement may be terminated by Reading; provided, however, that in the event of such sale and termination, Reading shall pay to the Company the compensation set forth in Section 5(d) below. For purposes of this Agreement, an "unrelated third party" shall mean: (1) a person or entity other than a shareholder of Reading; (2) a person not related to a shareholder of Reading; or (3) an entity in which a shareholder of Reading, or a person related to a shareholder of Reading, has no interest, direct or indirect.

c. Termination by Partel. The Company may terminate this Agreement at any time and for any reason upon ninety (90) days' written notice to Reading.

d. Termination for Inadequate Performance and Death or Disability. Reading may also terminate this Agreement (1) upon the death or disability of Mike Parker ("Parker"); or (2) at any time after the Bankruptcy Court has Confirmed a Plan or Amended Plan of Reorganization, and the Station has satisfied any "Conditions" as detailed and defined in the Plan of Reorganization resulting in the Confirmation being irrevocable, when for a period of one hundred and eighty (180) days the Station has failed to have net revenues sufficient to operate at a profit and gross revenues have failed to grow at least at a five percent (5%) annual rate during that time. The base gross revenue for purposes of this Agreement is \$56,000.00 per month, the average gross monthly revenues of the Station prior to this Agreement with the Company. If Reading wishes to terminate the contract under this provision it must give the Company ninety (90) days written notice in which time the Company may correct the revenue deficiency and render the notice of no effect; or (3) if Reading has not achieved irrevocable status of a Plan of Reorganization that has been confirmed by the Bankruptcy Court, on or before June 1, 1991.

For purposes of this Agreement, the term "disability" shall mean any permanent disability which prevents Parker from providing services to Reading on behalf of the Company for a period of ninety (90) consecutive days. For the purposes of this Agreement, "net revenues" shall be as described in 5(b) below.

3. Duties and Authority of the Company. During the term of this Agreement, the Company will provide such managerial, operational, consulting, and other services as Reading may reasonably request or as the Company may reasonably consider necessary in order to manage and operate the Station. It is understood that Reading, as the licensee of Channel 51, and as a fully functioning corporation, will maintain a basic corporate staff to the extent necessary to fulfill both FCC and other Corporate obligations. The Board of Directors of Reading will have authority to designate these positions, but the personnel decisions for this staff will remain with the Company. Excluding final programming decisions, the Company shall have the full authority necessary to conduct the day-to-day operations of the Station. The Company's authority shall include, but not be limited to, the authority to make personnel decisions and enter into contracts on behalf of Reading. In order to assist the Company in carrying out its duties under this Agreement, Reading shall elect Parker as Executive Vice-President and Chief Operating Officer of Reading with the full authority necessary to conduct the day-to-day operations of the Station. Parker's authority shall include, but not be limited to, the authority to make personnel decisions and enter into contracts on behalf of Reading. Parker shall not, however, have authority: (1) to enter into contracts on behalf of Reading with terms in excess of one (1) year without the prior approval of the Board of Directors of Reading, and (2) to write checks, and (3) enter into trade agreements without approval of the Board of Directors of Reading; provided, however, Reading shall not write checks or incur liabilities without Parker's prior approval.

4. Personnel to be Deployed by the Company. It is agreed that, in discharging its obligations under this Agreement, the Company shall not be required to assign any particular individual to Reading's account; provided, however, with the exception of Parker, the Company agrees not to assign any individual to Reading's account to whom Reading objects in writing or, if previously assigned to Reading's account, to remove any such individual from Reading's account. It is understood and agreed that, notwithstanding the Company's obligation to provide management and other services hereunder, Reading will, at its own expense, employ such other persons as may be necessary to carry out the day-to-day operations of the Station.

5. Compensation to the Company. As consideration for entering into this Agreement and as compensation for services to be rendered by the Company under this Agreement:

a. Equity Interest. Within thirty (30) days of the date on which Reading obtains Bankruptcy Court Confirmation of a Plan or Amended Plan of Reorganization ("the Plan"), including the satisfaction of the "Conditions" of the Bankruptcy Plan of Reorganization to render the Confirmation irrevocable, which Plan or amended Plan reflects the existence of this Agreement and after all stock has been issued to any entity entitled to receive and electing to receive same pursuant to the Plan, Reading shall issue to the Company that number of shares of common stock of Reading which is equal to:

i) Twenty five percent (25%) of the total number of shares of Reading common stock issued and outstanding after issuance of all stock authorized and issued pursuant to the Plan but not including such shares of common stock as may be issued pursuant to the Plan to the entities listed on Exhibit A attached hereto and by this reference made a part hereof, plus

ii) Twelve and one half percent (12 1/2%) of all stock issued pursuant to the Plan to the entities listed on Exhibit A.

The shares of stock to be issued to the Company shall be issued immediately prior to the issuance of any stock pursuant to the new stock offering contemplated in the Plan so as to cause all shares of stock of Reading then issued and outstanding to be diluted in the same manner. Reading warrants that it will take all actions necessary to issue such stock to the Company. Following the issuance of the stock referred to above, Reading will not take any action which may or will dilute the Company's equity interest in Reading without the Company's prior written consent, which consent shall not be unreasonably withheld and which shall be deemed to be given in the event of a public offering of Reading's stock if such stock is registered with the Securities and Exchange Commission. In the event the Company shall terminate this Agreement pursuant to paragraph 2(c) above within one (1) year of the date of this Agreement, Reading, during a ninety (90) day period beginning on the date on which the Company shall have terminated this Agreement, shall have the right to repurchase any stock previously issued pursuant to this paragraph to the Company for the cash sum of Five Thousand Dollars (\$5,000.00), the agreed fair market value of a twenty-five percent (25%) equity interest in Reading.

b. Compensation During Term. During the term of this Agreement, including any renewals hereof, Reading shall pay to the Company twenty-five percent (25%) of the Station's monthly net revenues; provided, however, the total amount paid hereunder to the Company for any fiscal year shall not exceed twenty-five percent (25%) of the Station's net revenues for that fiscal year.

It is fully agreed and understood that for the purposes of this paragraph no net revenues can occur if the Station fails to collect gross revenues averaging at least fifty six thousand dollars (\$56,000) per month. It is also fully agreed and understood that no net revenues can occur if monthly expenses to operate the Station fall below fifty six thousand dollars (\$56,000) per month. It is additionally understood that the first Fifteen Thousand Dollars (\$15,000) of net revenue payable to Company will be credited to Reading as outlined in Company's letter of 6/7/89, which is attached as Exhibit B. For purposes of this Agreement, the phrase "net revenues" shall mean the Station's gross revenues and receipts less the sum of (1) ordinary and necessary business expenses incurred in connection with the operation of the Station, including lease and royalty payments for real or personal property used exclusively in connection with the operation of the Station, but excluding salary and other compensation to officers, directors, and shareholders of Reading other than those in effect on the date of execution of this Agreement, if any; and (2) interest payments with respect to current indebtedness and indebtedness incurred hereafter with the Company's written consent. Amounts paid by Reading to the Company under this Section 5 and Section 7 shall not be taken into account when determining net revenues. It is expressly understood and agreed that capital expenditures shall not in any way affect or reduce the Station's net revenues, and that net revenues shall be computed without reference to income taxes and non-cash items, including, but not limited to, depreciation, amortization, and prepaid expenses. Net revenues shall be determined in accordance with generally accepted accounting principles using the cash basis.

In the event that Reading is not current in its payments of principal and interest to Meridian Bank as required in the Loan Documents, then the Company shall not receive any payment under the terms of subparagraph 5b and 5c hereof. At the time that the principal and interest payments to Meridian Bank would be brought current, the Company would then be entitled to the payments provided for in this Paragraph 5.

c. Compensation Following Expiration or Termination for Reasons Other Than Sale. As additional compensation, Reading shall pay to the Company twenty-five percent (25%) of the Station's monthly net revenues during the period ending on December 31 of the third fiscal year immediately following the fiscal year during which this Agreement is terminated, whether termination is a result of the expiration of the term of this Agreement pursuant to Section 1 hereof, whether terminated pursuant to Section 2 hereof (unless: (1) a court of competent jurisdiction shall have determined Reading was justified in terminating this Agreement for cause as defined in paragraph 2(a) above, (2) the Company shall have terminated this Agreement pursuant to paragraph 2(c) above, or (3) termination is a result of the death or disability of Parker), or otherwise; provided, however, the total amount paid hereunder to the Company for any

fiscal year shall not exceed twenty-five percent (25%) of the Station's net revenues for that fiscal year; further provided, Reading shall have no obligation to pay any amount hereunder to the Company with respect to any fiscal year beginning on or after January 1, 2000.

d. Compensation in the Event of Sale. In the event that this Agreement is terminated by Reading due to a sale of all, or substantially all, of Reading's assets, or the sale or issuance of a majority interest in Reading, to an unrelated third party, Reading shall pay to the Company the compensation set forth below, which payment shall be paid in cash in one lump sum on or before the date of settlement of such sale to an unrelated third party and which payment shall be in lieu of the compensation as set forth in Section 5(c) above.

In the event that a sale is consummated by Reading on any date after July 15, 1989, Reading shall pay to the Company the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). Reading will have no obligation to pay any amount to the Company for a sale consummated by Reading on any date after January 1, 2000.

Any amount payable pursuant to the terms of this subparagraph 5d. shall be subject to the terms of loan documents (hereinafter "Loan Documents") to be executed by Reading, the Company (as regards a certain escrow agreement as a limited guaranty) and Meridian Bank in connection with the proposed Bankruptcy Plan of Reorganization which are set forth in the following formula: for each dollar above a sale price of \$1,500,000, for the stock or assets of Reading, the Company shall be paid twenty five percent (25%) of said excess amount up to the agreed upon compensation of \$250,000. In other words, in order for the Company to receive the entire \$250,000 amount, the sale price as contemplated herein would have to be equal to \$2,500,000 or more until Meridian Bank has been paid in full.

e. No Compensation for Services as Officer. Neither the Company nor Parker shall be entitled to any additional compensation on account of the status of Parker as Executive Vice-President and Chief Operating Officer of Reading.

6. Payment of Compensation.

a. Monthly Payments. Reading shall pay to the Company the Company's share of the Station's monthly net revenues no later than the 10th day of the following calendar month. These payments will be capped to a level set forth below and as set forth in more detail in the Loan Documents. However, the Company will not be paid any compensation payment pursuant hereto in the event of failure of Reading to pay the bank's principal and interest payments, as set forth in the loan documents. In the event that

the total monthly payments made to the Company for any fiscal year should exceed the Company's share of the Station's net revenues for that fiscal year, the Company shall refund the excess to Reading within sixty (60) days of the close of that fiscal year.

The monthly payments to be made to the Company pursuant to paragraph 5b. and 5c., shall be subject to the terms of the Loan Documents, which are to provide as follows; To the extent that the compensation to the Company pursuant to subparagraph 5b. and 5c. shall exceed \$20,000, those payments in excess of that amount shall be escrowed with Meridian Bank pursuant to the terms of the Loan Documents, and shall be utilized or dispersed pursuant to the terms of those Loan Documents. It is anticipated that, provided no event of default has occurred pursuant to the Loan Documents, such excess escrow amounts of compensation shall be returned to the Company at the end of each year in an amount equal to 50% of that compensation in excess of \$20,000.

b. Late Payments. In the event Reading fails to make all or part of any payment when due, such unpaid amount will bear interest at the rate of 1.5% per month, unless the payment was not paid due to the restriction on payment in Paragraph 5(b) when no interest shall be due.

c. Accounting. Reading shall provide the Company with monthly financial statements within ten (10) days of the close of the month and an annual accounting no later than forty-five (45) days following the close of Reading's fiscal year which shall show the Station's net revenues, including the computation thereof, and all information necessary to establish the amount of the Company's compensation. The Company and its agents shall have the right, at the Company's own expense and upon five (5) days' notice, to at any time examine Reading's books and records for the purpose of verifying the Station's net revenues or any other proper purpose.

7. Reimbursement of Expenses. In addition to all consideration and compensation payable pursuant to Section 5 above, and subject to such limitations as Reading and the Company shall agree upon in writing, Reading shall also pay and/or reimburse the Company for all reasonable expenses incurred or paid by the Company in performance of the Company's obligations under this Agreement, upon presentation of expense statements, vouchers, or such other supporting information as Reading may reasonably require. For purposes of this Agreement, expenses shall include, but not be limited to, the reasonable value of services provided to Reading by employees of the Company other than the Company's officers. Notwithstanding paragraph 5(b) above, expenses paid or reimbursed by Reading shall be taken into account when determining net revenues to the extent such expenses are reimbursements or payments to the Company for services provided to Reading by the Company's employees.

8. Indemnification. Reading hereby agrees to indemnify and hold the Company and Parker harmless from and against any and all losses, claims, damages, and liabilities of any nature whatsoever arising under this Agreement or out of the Company's and Parker's activities with respect to the Station unless such loss, claim, damage, or liability results from the Company's or Parker's gross negligence or willful misconduct. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Company and Parker shall not be responsible for any bills or fees from F.C.C. attorneys, engineers, security attorneys, or any other professionals hired by Reading or hired by the Company or Parker on behalf of Reading.

9. Independent Contractor Status. It is expressly understood and agreed that the Company is an independent contractor under this Agreement, and that the Company and Reading are neither joint venturers nor partners.

10. Company Not Insurer. Reading acknowledges and agrees that while the Company shall act responsibly and faithfully in performing its management and advisory consulting services to Reading, the Company does not insure or guarantee the success of the Station, economically or otherwise.

11. Notices. All notices required or permitted to be given pursuant to this Agreement shall be sent to the parties at the following addresses:

If to Reading:	Reading Broadcasting, Inc. 1729 N. 11th Street Reading, Pennsylvania 19604
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If to the Company:	Partel, Inc. P.O. Box 1834 Auburn, Washington 98071-1834 Attention: Mr. Mike Parker
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or to such other address as any party may designate in writing given to the other parties. If any notice is given by mail, notice shall be deemed to have been given on the date of posting.

12. Miscellaneous.

a. Injunctive Relief. Reading expressly acknowledges and agrees that, in addition to any other remedies the Company may have pursuant to this Agreement or as allowed by law, the Company shall be entitled to obtain injunctive relief to enforce this Agreement in the event of its breach. Reading acknowledges that, with the exception of a breach of Reading's duty to pay a portion of the Station's net revenues to the Company pursuant to paragraphs 5(b) and 5(c) above, the Company will suffer irreparable injury as a result of a breach of this Agreement.

b. Material Breach and Liquidated Damages. Reading acknowledges and agrees that its failure to elect Parker as Reading's Executive Vice-President and Chief Operating Officer or, after having so elected Parker, fails to reelect or removes Parker as its Executive Vice-President and Chief Operating Officer at any time during the term of this Agreement, provided that this Agreement has not been terminated by either party pursuant to the terms of this Agreement, and further provided that this Agreement is otherwise in full force and effect, shall constitute a material breach of this Agreement. Reading acknowledges that establishing what the Station's net revenues would have been if Reading had not failed to elect or reelect Parker, or had it not removed Parker as an officer of Reading, would be difficult if not impossible and, consequently, agrees to pay liquidated damages in the amount of two hundred thousand dollars (\$200,000.00) to the Company in the event of such breach. Reading's obligation to pay liquidated damages to the Company as set forth in the preceding two sentences relates solely to Reading's duty to elect, reelect, and retain Parker as its Executive Vice-President and Chief Operating Officer during the term of this Agreement, and shall not in any way affect Reading's other obligations under this Agreement or the Company's rights under this Agreement or at law with respect to any other breach of this Agreement, including, but not limited to, the Company's rights under Section 5 hereof.

c. Plan of Reorganization. Reading represents, covenants, and warrants that it will take all such actions as may be necessary to implement this Agreement, including, but not limited to seeking to obtain the Bankruptcy Court's approval of this Agreement and/or a plan or an amended plan of reorganization, as the case may be, reflecting the existence of this Agreement.

d. December 31 Fiscal Year. For purposes of this Agreement, Reading's fiscal year shall be deemed to continue to end on December 31 even if Reading should change to another fiscal year.

e. No Waiver. No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. The rights and remedies herein provided are cumulative and not exclusive of any right or remedy provided by law.

f. Headings. The headings contained in this Agreement are for reference purposes only, and shall not effect in any way the meaning or interpretation of this Agreement.

g. Binding Effect and Assignment. This Agreement shall be binding upon and insure to the benefit of the parties hereto and

their respective successors and assigns, including, but not limited to, any person or entity who acquires all or substantially all of either party's assets or a majority interest in either party. This Agreement shall not be assigned by the Company without Reading's written consent, which consent shall not be unreasonably withheld.

h. Amendment. This Agreement shall not be altered or otherwise amended except pursuant to a written amendment executed by each party hereto.

i. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior written agreements and negotiations and all understandings, if any, with respect thereto.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

k. Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of Pennsylvania. The parties agree that venue and jurisdiction for resolution of any dispute arising hereunder shall be proper in the Court of Common Pleas of Philadelphia County, Commonwealth of Pennsylvania, and shall not be removed therefrom.

l. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal, or unenforceable in any respect, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held to be invalid, illegal, or unenforceable, will not be affected thereby, and this Agreement shall be legal and valid and be enforceable to the fullest extent permitted by law as if such invalid, illegal, or unenforceable provision had never been included herein.

m. Attorneys' Fees. In the event that a dispute arises as to the interpretation or the enforcement of any provision of this Agreement and either party refers such dispute to any attorney for resolution, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred in connection therewith, whether or not litigation is commenced.

n. Approvals. This Agreement is subject to Bankruptcy Counsel's approval as to content and form under the Bankruptcy Act, Rules and Regulations and subject to the approval of the Board of Directors and Bankruptcy Court. This Agreement will be submitted to the Bankruptcy Court for its approval by April 16, 1990.

DATED this _____ day of _____, 1990.

Attest:

Jack A. Luke

READING BROADCASTING, INC.

By:

Its

Henry D. [Signature]
President

PARTEL, INC., a Washington
Corporation

By:

Its

President

Mike Parker
Mike Parker

STATE OF _____

COUNTY _____

on this _____ day of _____, 1990, before me personally appeared _____ and _____, to me known to be the _____ and Secretary, respectively, of READING BROADCASTING, INC., described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Barbara Williamson

Notary Public in and for the State
of Pennsylvania, residing at

Reading, Berks County

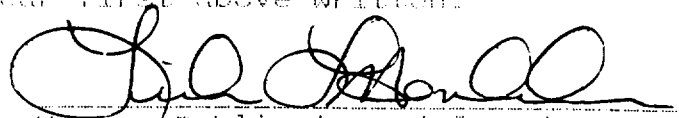
My Commission Expires: 8/9/93

Notarial Seal
Barbara Williamson, Notary Public
Reading, Berks County
My Commission Expires Aug. 9, 1993

STATE OF WASHINGTON
COUNTY OF KING) SS.
)

On this 21st day of March, 1990, before me personally appeared MIKE PARKER, to me known to be the President of PARTEL, INC., described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.



Notary Public in and for the State
of WASHINGTON, residing at

Puyallup

My Commission Expires: 11/10/91

EXHIBIT 3